

IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OKLAHOMA

FILED

DEC 15 2017

Mark C. McCartt, Clerk
U.S. DISTRICT COURT

1) **BRENDA PALMER,**
an individual,
Plaintiff,

vs.

2) **FARMERS INSURANCE CO., INC.,**
a foreign insurance corporation,
Defendant.

Case No.
Attorney Lien Claimed
Jury Trial Demanded

17 CV 676 JHP - FHM

COMPLAINT

COMES NOW the Plaintiff, Brenda Palmer ("Palmer") and for her Complaint alleges and states the following against the Defendant, Farmers Insurance Company, Inc. ("Farmers"):

1. That Plaintiff Palmer is a resident of Tulsa County, State of Oklahoma;
2. That Defendant Farmers Insurance Company, a foreign insurance corporation, is the UIM insurer for Palmer and is a registered insurer authorized to sell insurance and is conducting business in the state of Oklahoma and Tulsa County;
3. That the underlying event herein is an auto crash and subsequent claim upon Palmer's related UIM auto policy. The actions complained of herein occurred in Tulsa County, State of Oklahoma;
4. That this Court has diversity jurisdiction over the parties in this lawsuit, 28 USC §1332, and venue is proper in the Northern District of Oklahoma;
5. That on or about July 24, 2017, in Tulsa County, Oklahoma, a tortfeasor drove a vehicle in a manner that was clearly negligent on the public roads causing a

Fees Ad
1 summons

hard impact crash with a vehicle driven by Palmer. Palmer was not at fault and her vehicle suffered devastating damage and was a total loss. (Photos, Exhibit "A");

6. That as a result of the above automobile crash, Palmer suffered temporary and permanent personal injuries that included: abdominal contusion, abrasions, closed displaced fracture of left clavicle - Acute Fracture Midportion of Left Clavicle, overlap and distraction of fracture fragments. As a result, Ms. Palmer had to undergo surgery under general anesthesia for an "open reduction internal fixation" of her left clavicle with bone plate & screw placement. (see Photos, Exhibit "B"). In addition, Palmer will have to later undergo surgery, under general anesthesia, to remove the bone plate and screws;

7. As a result of her related injuries, Palmer is entitled to damages regarding physical injuries, medical expenses, pain and suffering (past, present and future), mental suffering (past, present and future), loss of certain physical abilities, loss of wages, loss of enjoyment of life and any temporary and permanent disability resulting there from;

Count I: BREACH OF CONTRACT

The Plaintiff, Brenda Palmer, for her breach of contract claim against the Defendant, Farmers Insurance Company, Inc., hereby adopts and re-alleges the statements and averments above and further alleges and states:

8. That at the time of the subject automobile crash, Palmer was covered under an uninsured/underinsured motorist (UIM) policy with Farmers;

9. That the reasonable value of Palmer's related claims well exceeded the available auto liability coverage and the UIM policy amount combined;¹

10. That Palmer has made demand upon the Defendant, Farmers Insurance Company, Inc., to pay her full benefits due under the UIM policy;

11. That, at the least, Farmers has failed and refused to pay the full benefit amount available under the UIM policy, failed to adequately communicate its valuation of the claim, failed to make and place an adequate or fair valuation on the claim; failed to conduct a fair and adequate investigation of the claim, and therein breached its duty to Palmer, as its insured, under the terms of the policy;

12. As a direct result of Farmers' refusal to pay the entire value of the UIM claim, Palmer has suffered damages and been required to resort to litigation to recover the full amount of her UIM benefits that should have been paid under her policy;

13. That Palmer has been forced and compelled to hire an attorney to prosecute this action and is entitled to recover her costs and attorney fees associated with this case;

WHEREFORE, premises considered, Plaintiff, Brenda Palmer, prays for a judgment against the Defendant, Farmers Insurance Company, Inc., for a sum in excess of \$75,000.00, plus attorney fees, costs, interest and any further relief this Court deems just and equitable.

**ATTORNEY LIEN CLAIMED
JURY TRIAL DEMANDED**

¹ Claims against the first party tortfeasor were resolved and Farmers waived subrogation interest therein.

Respectfully Submitted,




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(918) 583-8900 telephone
(918) 796-5724 fax
Attorney for Plaintiff, Brenda Palmer

VERIFICATION

STATE OF OKLAHOMA)
) ss.
COUNTY OF TULSA)

I, Brenda Palmer, being of lawful age, being first duly sworn upon my individual oath, depose and state that I am the Plaintiff in the above Complaint, that I have read and understand the contents contained in the foregoing Petition and further state that the same are true and correct to the best of my knowledge.

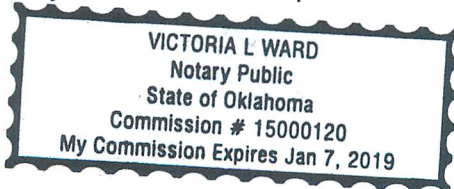

Brenda Palmer

12-13-2017
Date

SUBSCRIBED AND SWORN to before me this 13 day of
December, 2017.


NOTARY PUBLIC

My Commission Expires:



Crashed Auto Photos

EXHIBIT “A”







Radiology Films/Copies

EXHIBIT “B”

PALMER
BRENDA
Orthopedic &
Trauma
Services of
Oklahoma

Pt ID: [REDACTED]

Birth: [REDACTED]

Desc:

CLAVICLE LT
/CLAVICLE

Exam Date:

7/26/2017

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PALMER
BRENDA
Orthopedic &
Trauma
Services of
Oklahoma

Pt ID: [REDACTED]

Birth: [REDACTED]

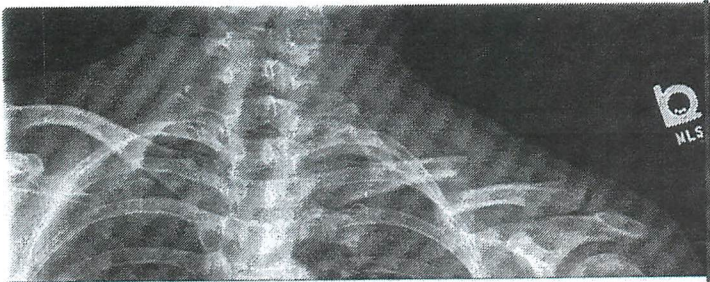
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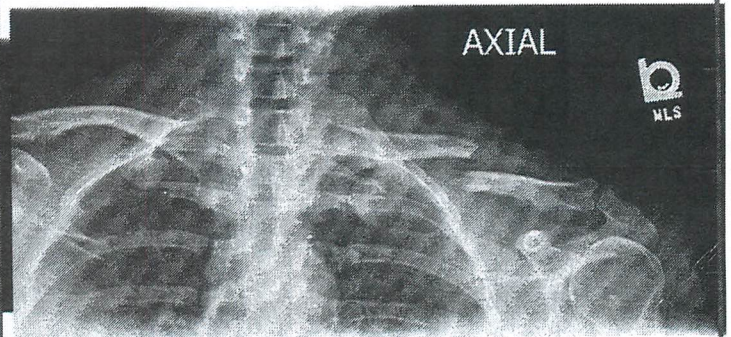
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